Taylorsville Dayzz 2014

FOOD BOOTH APPLICATION, AND CONCESSION LICENSE

JUNE 27 & 28, 2014 VALLEY REGIONAL PARK, 5135 SOUTH 2700 WEST, TAYLORSVILLE, UTAH

Space is limited, therefore not all applications will be accepted. Applications will NOT be accepted on a first-come, first-serve basis. Criteria for acceptance will be product quality, presentation, past participation, and vendors not selling similar products. Should an application not be accepted, it will be added to a vendor waiting list. You will be contacted should a space become available.

APPLICATIONT INFORMATION

BUSINESS NAME, OR dba

ADDRESS

ADDRESS

CITY, STATE, ZIP

PHONE

CELL

FAX

EMAIL

CONTACT NAME

BOOTH DESCRIPTION, ITEMS SOLD W/PRICES. NOTE: VENDORS WILL NOT BE ALLOWED TO SELL ITEMS NOT LISTED, NOR WILL VENDORS BE ALLOWED TO SELL COTTON CANDY, CANDY APPLES, OR HOTDOGS ON A STICK.

CALENDAR OF EVENTS:

JUNE 27, 2014 5 PM TO 11:30 PM

JUNE 28, 2014 11 AM TO 11:30 PM

A DEPOSIT OF $50.00 IS REQUIRED TO ACCOMPANY ALL APPLICATIONS. DEPOSITS WILL BE APPLIED TO COST OF BOOTH. PREFERRED PAYMENT METHOD IS CHECK, OR BANK DRAFT.

BOOTH SPACE

DAYZZ SUPPLIED CANOPY—CHECK DESIRED SIZE.

NOTE: THESE SIZES INCLUDE 10' X 10' COOKING AREA AT THE REAR OF EACH BOOTH

	10' X 10'	$225.00
	10' X 20 '	$350.00

NOTE: WE DO NOT PROVIDE TABLES AND CHAIRS.

-OR-

VENDOR SUPPLIED CANOPY.—CHECK DESIRED SIZE

NOTE: THESE SIZES ARE TOTAL BOOTH "FOOTPRINT", AND DO NOT INCUDE ADDITIONAL COOKING SPACE.

	10' X 10'	$175.00
	10' X 20'	$275.00
	10' X 30'	$325.00
	10' X 40'	$375.00
	20' X 20'	$375.00
	20' X 30'	$475.00
	20' X 40'	$575.00
	40' X 40'	$675.00

Upon countersignature as provided below, the following shall constitute the terms and conditions of this temporary license.

In consideration of this temporary license to use or operate a food booth or stand and space (herein called a Booth) at the Taylorsville Dayzz Celebration (Celebration) on June 27 & 28, 2014 the person who signed this application (Applicant) agrees to the following terms and conditions.

1) Booth: The Applicant shall maintain the Booth in a clean and neat condition at all times during the Celebration. At the end of the Celebration the Applicant shall clean any soiling of the Booth or City equipment and shall remove all trash and debris from the area within the Booth and within ten feet on all sides of the Booth, and shall deposit the trash in trash receptacles designated by the City's representative. Applicant shall take care not to damage the Booth used by the Applicant or the property of other Booth operators and the equipment or property of the City or of other persons. Applicant shall promptly inspect the Booth or other equipment provided to it for its use by the City, and shall immediately notify the City's representative of any defects or damage in the Booth or City equipment. Absent such notice, the Booth and equipment provided by the City shall be deemed suitable for Applicants needs.

2) Laws: Applicants agree to obey all applicable laws, ordinances, regulations, policies, and procedures of the United States, the State of Utah, Salt Lake County, and the City. All food vendors must obtain a temporary event food permit. Contact the **Salt Lake Valley Health Dept.**, at least ten (10) days prior to the Celebration. All food booths must have wood flooring and sidewalls on three (3) sides of Booth. These items are not provided by the City. Food permits must be available upon request during the Celebration. A copy of permit should be submitted to a City representative seven (7) working days prior to the Celebration and must be obtained prior to occupancy or use of the Booth.

3) Safety: Applicant shall exercise due care to ensure that all areas, practices and operation of Applicant and equipment connected with the Booth are used in a way to protect safety of all persons and property. Applicant shall fully and promptly

report to a City representative any unsafe practices, equipment, area, or any injuries to persons or property of which Applicant is aware arising from Applicants operation or which take place at the Celebration.

4) Other: Applicants shall not assign or subcontract any part of its duties or rights under this temporary license. The City shall have the right to inspect the Booth at all times. The City may immediately terminate this temporary license at any time if Applicant violates any of the provision hereof, or if reasonably necessary in the interest of safety or property. The Applicant shall immediately terminate its use of the Booth upon written or oral notice from the City's representative of such termination in a prompt safe and orderly manner. The City shall not be liable to the Applicant for any claim, loss or damages of any kind or for the return of any part of the Applicant fee arising from termination under this section. This temporary license may not be modified. The Applicant shall not make sales of its products or services at any place other than its Booth. The City retains the right to permit other persons to sell the same or similar items at the Celebration.

5) Return of Fees: The City will not refund or return any of the application fee to the Applicant if Applicant does not use the Booth at the Celebration.

6) Damage: Applicant shall be responsible to pay to the City the cost of repairs to the Booth or those items damaged or which require repair due to the acts of the Applicant, its employees or agents, reasonable wear and tear expected. At the end of the term of this temporary license, Applicant shall quit and deliver up the Booth, Booth area and City equipment, to City in as good condition as they were in when they were delivered to the Applicant, ordinary wear and tear excepted.

7) Waiver of Liability: The protection of Applicant's property and person is the sole and absolute responsibility of Applicant. In consideration for use of a Booth and for other good and valuable consideration the Applicant hereby waives and releases the City and its agents, employees, representatives, elected and appointed officials etc. from any and all injuries, claims, damages, or other consequences suffered by Applicant as part of the Celebration.

8) Cancellation Policy: Reservations may be cancelled with full refund prior to May 31, 2014. No refunds will be given after May 31, 2014. A refund will be issued only if cancellation is received in writing.

9) Payment: FINAL PAYMENT FOR A BOOTH IS DUE ON OR BEFORE JUNE 18, 2014. FINAL PAYMENTS RECEIVED AFTER JUNE18, 2014 WILL BE ASSESSED AN ADDITIONAL LATE PAYMENT FEE OF $25.00. NO BOOTH MAY BE OCCUPIED OR USED UNTIL ALL FEES INCLUDING THE LATE PAYMENT FEE HAVE BEEN PAID IN FULL.

10) Countersignature: This application becomes a temporary license when countersigned by a City representative.

APPLICATION SIGNED THIS_____DAY OF_____, 2014_____

(SIGNATURE)

SIGNATURE (CITY REPRESENTATIVE)_____

MAKE CHECKS PAYABLE TO: TAYLORSVILLE ARTS COUNCIL

MAIL TO: TAYLORSVILLE ARTS COUUCIL, ATTN: TAC SECRETARY/TREASURER, 2600 WEST TAYLORSVILLE BLVD., TAYLORSVILLE, UTAH 84129

CONTACTS:
JOHN GIDNEY(801-967-8957)
GORDON WOLF (801-694-7019)
Fax: (801-849-1918
Email: tvilledayzz@gmail.com

Taylorsville Dayzz

Policies and Guidelines

Taylorsville Dayzz was created to celebrate our city's birthday. The event, in its 17th year, is sponsored by the City of Taylorsville, and supported by many local organizations. Each year Dayzz increases in size and participation. Besides free live entertainment, fireworks, parade, carnival, and food court, Dayzz provides a venue for area merchants, artists, and home crafters to display and sell their products in a family-oriented atmosphere.

Booth sales are handled by the Taylorsville Arts Council. Funds generated by these sales are used to promote local arts to include stage and musical plays, art show, stage performances, and other events.

The Taylorsville Arts Council reserves the right to refuse participation to vendors who do not comply with Dayzz rules and regulations or do not meet Dayzz standards which include, but are not limited to, all local, city, state, and federal laws and regulations. Dayzz staff has the right to ask a vendor to remove products.

Space is limited; therefore not all applications will be accepted. Applications will NOT be accepted on a first-come, first-serve basis. Criteria for approval will be product quality, presentation, past participation, and vendors not selling similar products. Should an application not be accepted, it will be added to a vendor waiting list. You will be contacted should a space become available.

Dayzz will go on, rain, shine or snow.

1. **Booth:**

    a. All booth fees must be paid prior to set-up and occupancy.

    b. Booth space will be assigned at check in.

    c. Vendor check in, and booth space assignment will begin at the northwest corner of the park, at 9:00 am on June 27, 2014. All vendors must check in prior to set up. The asphalt path through the park must be kept clear of all vehicles. All vendors should be prepared to have their booths operational no later than 5:30 pm on **June 27, 2014**.

d. Vehicles will be allowed in the park area to unload supplies, and set-up materials. Once the unloading process is complete vehicles will be moved to assigned parking areas. Under no circumstance will vehicles be allowed to remain in the park area after Taylorsville Dayzz is open to the public. Vehicles that do not comply with this rule will be ticketed by Law Enforcement.

e. All vendors should have their booths operational no later than 11:00 am on **June 28, 2014**. Due to the scheduling of the Taylorsville Dayzz Parade the park will not be accessible between 9:00 am through 11:00 am on June 28, 2014. Vendors should keep their booths open until 11:00 pm on June 28, 2014.

f. "Booth space" is for the actual size paid for by fee. Food vendors (booth size 10X10, and 10X20) are allowed an additional space behind their booth (equal to the booth size paid for) for food preparation. If additional vending trailers (drink trailers, display stands, etc.) are used in the vendor space, which extend beyond the space paid for, additional booth fees will be required.

g. All tents/canopies must be secured to the ground without obstructing walkways for the public. All vendor supplied booths must be professional in appearance. Vendor supplied booths must include a picture of their completed booth with application form. The Dayzz committee has the right to refuse vendors whose booths do not meet proper standards.

h. Booth supports may not be removed or altered even if two or more connecting booths are used by the same vendor.

i. Dayzz staff has the authority to move and reassign vendor spots to enhance or facilitate operations.

j. Vendors may not sell any items not approved or shown on the Dayzz application. Dayzz staff has the right to ask vendor to remove products.

k. We strongly encourage you to make your own signs to create as strong a presentation as possible. Not only do colorful and eye-catching signs add to the visual sense of the market, but research indicates that those vendors whose presentation is organized and whose signage is clear and easy to read sell more products. Your ultimate goal is to create an outdoor gallery/boutique. Your display will only add value to your product and it will also be what brings the customer into your booth. Make it different, make it unique, and make it match your personality as an artist.

Remember to consider your neighbors when creating your unique signs. Keep the aisles clear. Distributions of flyers and handbills on vehicles is strictly prohibited.

l. Price, terms of sale, etc. are between buyer and seller only. All sellers agree to abide by fair business practices.

m. Please stay within your assigned booth area if an "Authorized Vendor" tag is not issued. Vendors will not be allowed to "heckle" the crowd as they pass by their booth. Bull horns or loud speaker broadcast equipment is not permitted for booth vendors.

n. Vendors are responsible for clean-up of their space during event and before leaving the space at evening's end.

o. It is advisable that all vendors provide **hand sanitizer** for their customers.

2. Authorized walk-around vendors:

a. Certain products lend themselves to being sold without benefit of a booth. Vendors will be issued an "Authorized Vendor" tag. These vendors may pass among the crowd selling their product without causing a nuisance. Anyone selling a product that does not have an "Authorized Vendor" tag will be escorted from the park by law enforcement.

b. Vendors are not allowed to sell products in the carnival area.

c. The Dayzz staff has final authority relative to the issuance of "Authorized Vendor" tags.

3. **Sales tax**:

a. Any required sales tax collections and remittances are the sole responsibility of the sellers.

b. A member of the State Tax Commission will be on site to make sure that you are current with sales tax regulations and on file with them.

4. Power:

a. Power is available. Power cords are not provided. Food vendors will have priority access to power. **Limitations:** 20 amps is provided. Any

additional amperage or power needs must be pre-arranged with Taylorsville Dayzz and will be at the applicants expense.

5. **Security:**

    a. Limited Overnight security will be provided. Vendors are responsible for lost, stolen, or damaged property.

6. **Food vendors:**

    a. A food handler's permit is required for ALL food vendors.
    b. The Dayzz Committee distributes "Dayzz Dollars" to certain volunteers and entertainers to encourage them to keep their food business with our vendors. Printed on blue and orange paper, they are in denominations of $2.00 and $7.00. Such "dollars" should be taken in lieu of cash and we will come by nightly to reimburse you for any to take in each day.

7. **Vendor Responsibility:**

    a. See Contract Paragraph #2 for details – Salt Lake Valley Health Department
    b. Required permits must be obtained at least 10 days before vending
    c. Food handlers' permit must be displayed on front of food booth at all times.

    d. Inspections will be completed by the Salt Lake County Board of Health.

    e. Any food that is prepared and packaged away from the event is regulated by the Department of Agriculture and must come from an approved commercial kitchen. Homemade foods are not allowed. It is the responsibility of the vendor to obtain all of the required permits and approval from the Department of Agriculture before vending at Taylorsville Dayzz.

    f. All food booths must meet the requirements of SLVHD, **including walls and floors** (not included in booth fee and **NOT provided by City of Taylorsville**).

8. **Liability:**

    a. Seller assumes full liability for the products they market and sell and hereby agree to hold the City Of Taylorsville harmless against any claim of

injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display, or marketing of seller's products.

9. **Smoking:**

    a. Smoking is permitted only in the asphalt automobile parking area.

10. **Alcohol/Controlled Substance:**

    a. The possession or consumption of Alcohol and any Controlled Substance is strictly prohibited on the park grounds.

The City Of Taylorsville, Taylorsville Dayzz, Corp., and Taylorsville Arts Council is not liable for any injury, or damage to either the buyer or seller, or their property, arising from or pertaining to preparation for or participation in Taylorsville Dayzz, regardless of whether such injury, theft, or damage occurred prior, during, or after Taylorsville Dayzz, sellers further agree to indemnify and hold The City of Taylorsville, Taylorsville Dayzz Corp., and Taylorsville Arts Council harmless for and against any claims for such injury, theft, or damage.

Taylorsville Dayzz Steering Committee:

The Dayzz Steering Committee members work hard to ensure that Dayzz is run in a fair and consistent manner. The Dayzz Committee and City of Taylorsville is pleased to have you as a participant in our celebration. We look forward to your participation in years to come. Your in-put is always welcome as to how future events can be even more successful.

Contact information:

Taylorsville Dayzz Chair	Jim Dunnigan	801-840-1800
Taylorsville Dayzz Vice-Chair	Steve Ashby	801-201-9952
Taylorsville Arts Council Vice Chair	John Gidney	801-967-8957
Taylorsville Arts Council Sec/Treasurer	Gordon Wolf	801-694-7019